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June 15, 2000

FILED

JUN 19 2000

Dale Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
Truman State Office Building, 5th Floor  
301 West High Street  
Jefferson City, Missouri 65101-1517

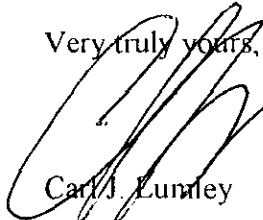
Missouri Public  
Service Commission

Re: Case No. TC-2000-225, et al.

Dear Mr. Roberts:

Enclosed please find for filing with the Commission an original and nine copies of Complainants' Amendment to Prefiled Direct Testimony of Edward J. Cadieux. Upon your receipt, please file stamp the extra copy received and return to the undersigned in the enclosed, self-addressed, stamped envelope. Thank you.

Very truly yours,



Carl J. Lumley

CJL:dn

Enclosures

cc. Michael Dandino, Office of Public Counsel (W/Enclosure)  
Dan Joyce, General Counsel (W/Enclosure)  
Anthony Conroy, SWBT (W/Enclosure)

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

FILED

JUN 19 2000

Missouri Public  
Service Commission

MCI WorldCom Communications, Inc., )  
and Brooks Fiber Communications of )  
Missouri, Inc., and BroadSpan Communications, )  
Inc., d/b/a Primary Network Communications, )  
Inc., )

Complainants, )

Case No. TC-2000-225, et al.

vs. )

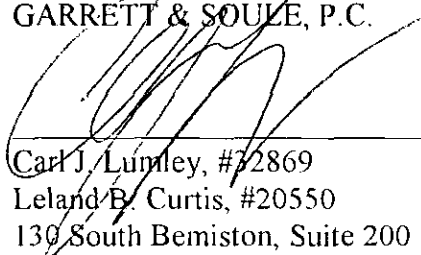
Southwestern Bell Telephone Company, )

Respondent. )

**AMENDMENT TO PREFILED DIRECT TESTIMONY OF**  
**EDWARD J. CADIEUX**

COME NOW Complainants and herewith file the following amended pages 4 and 5, attached hereto as Exhibit A, to the Direct Testimony of Edward J. Cadieux witness for Brooks Fiber Communications of Missouri, Inc., which was filed with the Commission on May 1, 2000.

CURTIS, QETTING, HENIZ,  
GARRETT & SOULE, P.C.

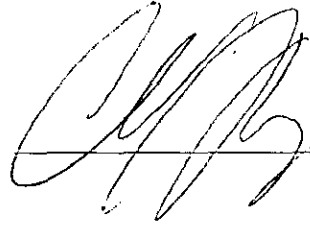
  
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Attorneys for MCI WorldCom Communications,  
Inc., Brooks Fiber Communications of Missouri,  
Inc. and BroadSpan Communications, Inc.  
d/b/a Primary Network Communications, Inc.

37

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was sent to all parties listed on the attached service list by U.S. Mail, postage paid, on the 15<sup>th</sup> day of June, 2000.

\_\_\_\_\_

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1 **Q. Were you surprised by Mr. Sparling's acknowledgement that SWBT would be**  
2 **paying reciprocal compensation on calls from its end-users that terminated over**  
3 **Brooks facilities to ISP end-users served by Brooks?**

4 **A.** No. There was never any doubt on Brooks' part during the Missouri negotiations that the  
5 parties intended to pay each other reciprocal compensation on all local traffic, and that  
6 calls from end users of one company to ISP end users served by the other company  
7 located in the same calling scope were local traffic for such purposes consistent with  
8 industry terminology and practices. The above-mentioned conversation with Mr.  
9 Sparling simply confirmed what I already believed, namely that SWBT held a similar  
10 understanding.

11  
12 **Q. Were you satisfied that the negotiated contract language adequately captured the**  
13 **intent of the parties to pay reciprocal compensation on ISP-bound local traffic?**

14 **A.** Yes. The language of the Missouri interconnection agreement captures the agreement of  
15 the parties to pay reciprocal compensation on such ISP-bound local traffic by using the  
16 accepted industry language of the time, which described such traffic as terminating at the  
17 ISP location. The Oklahoma Commission and courts have already held that the similar  
18 language used in the Oklahoma Brooks/SWBT document captured that agreement.

19  
20 **Q. To what language are you referring?**

21 **A.** The agreement defines "Local Traffic" as follows:

22 "traffic that originates and terminates within a SWBT exchange including  
23 SWBT mandatory local calling scope arrangements. Mandatory Local  
24 Calling Scope is an arrangement that requires end users to subscribe to a  
25 local calling scope beyond their basic exchange serving area.

1  
2  
3  
4  
5 The agreement also defines "Terminating Traffic" at Appendix Define, "X" as follows:

6 "Terminating Traffic" is a voice-grade telecommunications service which is  
7 delivered to an end user(s) as a result of another end user's attempt to establish  
8 communications between the parties."  
9

10 Further, in Section III, the agreement addresses "Compensation for Delivery of Traffic"  
11 as follows:

12 Calls originated by one Party's end users and terminated to the other  
13 Party's end users shall be classified as "Local Traffic" under this  
14 Agreement if the call: (i) originates and terminates in the same SWBT  
15 exchange area; or (ii) originates and terminates within different SWBT  
16 exchanges which share a common mandatory local calling area. Calls not  
17 classified as local under this Agreement shall be treated as interexchange  
18 for intercompany compensation purposes.  
19

20 Further, the agreement states:

21 A. Reciprocal Compensation for Termination of Local Traffic  
22

23 1. Applicability of Rates:  
24

25 a. The rates, terms, and conditions in this Subsection  
26 A apply only to the termination of Local Traffic,  
27 except as explicitly noted.  
28

29 b. Brooks agrees to compensate SWBT for the  
30 termination of Brooks Local Traffic originated by  
31 Brooks end users in the SWBT exchanges described  
32 in Appendix DCO and terminating to SWBT end  
33 users located within those exchanges referenced  
34 therein. SWBT agrees to compensate Brooks for  
35 the termination of SWBT Local Traffic originated  
36 by SWBT end users in the SWBT exchanges  
37 described in Appendix DCO and terminating to  
38 Brooks end users located within those exchanges  
39 referenced therein.